

DOUGLAS A. LINDE, State Bar No. 217584
ERICA L. ALLEN, State Bar. No. 234922
The Linde Law Firm
9000 Sunset Blvd., Suite 1025
Los Angeles, CA 90069
(310) 203-9333
(310) 203-9233 FAX
Dal@Lindelaw.net

(SPACE BELOW FOR FILING STAMP ONLY)

Attorneys for Plaintiff
LA Printex Industries, Inc.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LA PRINTEX INDUSTRIES, INC }
Plaintiff, }
vs. }
ROSS STORES, INC.; THE TJX }
COMPANIES, INC.; JAPNA, INC.; }
RAVIYA, INC. and DOES 1 through }
10, inclusive, }
Defendants. }

Case No.: CV08-07673

Honorable John F. Walter
Complaint Filed: November 20,
2008

PROTECTIVE ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

BASED UPON THE STIPULATION OF THE PARTIES, AND GOOD
CAUSE APPEARING, IT IS HEREBY ORDERED that any person or party subject to
this Order - including without limitation the parties to this action, their representatives,
agents, experts and consultants, all third parties providing discovery in this action, and
all other interested persons with actual or constructive notice of this Order - shall
adhere to the following terms:

1. Overview: Any person or party subject to this Order who receives from any
other person or party any information of any kind provided in the course of discovery
in the action (hereinafter "Discovery Material") that is designated as "Confidential"

1 and/or "Confidential/Attorneys' Eyes Only" pursuant to the terms of this Order
2 (hereinafter, the "Confidential Information" or "Confidential Discovery Material")
3 shall not disclose such Confidential Information to anyone else except as expressly
4 permitted hereunder.

5 2. Material Designated As "Confidential": The person or party disclosing or
6 producing any given Discovery Material may designate as "Confidential" such portion
7 of such material as consists of any commercially sensitive and/or confidential financial
8 or business information, such as purchase records, sales records, item profitability
9 reports, pricing methods, and confidential nonpublic contracts. The parties, or some
10 of them, request protection of such information on the grounds that said information is
11 not ordinarily available to the public, that said information, if disclosed, could be
12 harmful to the parties, or any of them, that said information, if disclosed, could be
13 helpful to the competitors of the parties, or any of them, and that said information
14 therefore requires special protection from disclosure pursuant to F.R.C.P. 26(c).

15
16 3. Disclosure Of "Confidential" Materials: No person or party subject to the Order
17 other than the producing person or party shall disclose any of the Discovery Material
18 designated by the producing person or party as "Confidential" to any other person
19 whomsoever, except to:

- 20 (a) the parties to this action and Protective Order, including their employees and
21 former employees;
22 (b) in-house (or corporate) legal counsel, and outside attorneys retained specifically
23 for this action, and fellow employees of each such attorneys' law firms to whom it is
24 reasonably necessary to disclose such Confidential Discovery Material;
25 (c) its author, its addressee, and any other person indicated on the face of the
26 document as having received a copy;
27 (d) any employee or agent, or former employee or agent, of any sender or recipient
28 of the document (e.g. where a Purchase Order from Company A to Company B is

1 produced in litigation by Company A, said document may be disclosed to employees
2 or agents of Company B under the terms of this Protective Order).

3 (e) any person retained by a party to serve as an expert witness or otherwise
4 providing specialized advice to counsel in connection with this action, provided such
5 person has first executed a Non-Disclosure Agreement in the form annexed as Exhibit
6 A hereto;

7 (f) stenographers engaged to transcribe depositions conducted in this action and
8 their support personnel; and

9 (g) the Court and its support personnel;

10 (h) any mediator or settlement officer, whom the parties have elected or consented
11 to participate in the case.

12 (i) as required by law or court order upon notice to the designating party
13 sufficiently in advance of such disclosure to permit it to seek a protective order.

14 4. Material Designated As "Confidential/Attorneys' Eyes Only": The person or
15 party disclosing or producing any given Discovery Material may designate material as
16 "Confidential/Attorneys' Eyes Only" only if (a) the material meets the definition of
17 Confidential, pursuant to Section 2 above, and (b) another party is a direct competitor,
18 or a potential supplier or direct customer of that party.

19 5. Disclosure Of "Confidential/Attorneys' Eyes Only" Material: No person or
20 party subject to this Order other than the producing person or party shall disclose any
21 of the Discovery Material designated by the producing person or party as
22 "Confidential/Attorneys' Eyes Only" to any other person whomsoever, except to:

23 a) outside attorneys retained specifically for this action, and fellow employees of
24 each such attorneys' law firms to whom it is reasonably necessary to disclose such
25 Confidential Discovery Material;

26 b) outside experts and outside consultants (including their employees or clerical
27 assistants) who are employed, retained or otherwise consulted by a party or its
28 attorneys for the purpose of analyzing data, conducting studies or providing opinions

1 to assist, in any way, in this litigation and to whom it is reasonably necessary to
2 disclose such Confidential Discovery Material, provided such person has first
3 executed a Non-Disclosure Agreement in the form annexed as Exhibit A hereto;

4 c) the party producing said documents and persons affiliated with the party
5 producing said documents, including the producing party's employees and former
6 employees (provided such former employee has first executed a Non-Disclosure
7 Agreement in the form annexed as Exhibit A hereto), during the time they are
8 testifying in deposition or at trial, or in connection with written discovery requests;

9 d) Any employee or agent of any sender or recipient of the document (e.g. where a
10 Purchase Order from Company A to Company B is produced in litigation by Company
11 A, said document may be disclosed to employees or agents of Company B under the
12 terms of this Protective Order).

13 e) stenographers engaged to transcribe depositions conducted in this action;

14 f) the Court and its support personnel

15 g) any mediator or settlement officer, whom the parties have elected or consented
16 to participate in the case, and/or

17 h) as required by law or court order upon notice to the designating party
18 sufficiently in advance of such disclosure to permit it to seek a protective order.

19 6. Deposition Transcripts: With respect to the Confidential portion(s) of any
20 Discovery material other than deposition transcripts and exhibits, the producing
21 person or party or that person's or party's counsel may designate such portion(s) as
22 "Confidential" or "Confidential /Attorneys' Eyes Only" by stamping or otherwise
23 clearly marking as "Confidential" or "Confidential/Attorneys' Eyes Only" the
24 protected portion(s) in a manner that will not interfere with its legibility or audibility.
25 With respect to deposition transcripts and exhibits, a producing person or party or that
26 person or party's counsel may indicate on the record that a question calls for
27 Confidential Information, in which case the transcript of the designated testimony
28 shall be bound in a separate volume and marked "Confidential Information Governed
by Protective Order" by the reporter.

1 7. Documents Under Seal: The designation of documents or information as
2 "Confidential" or "Confidential/Attorneys' Eyes Only" creates no entitlement to file
3 such documents or information under seal. Civil Local Rule 79-5 sets forth the
4 procedures that must be followed and reflects the standards that will be applied when a
5 party seeks permission from the court to file materials under seal.

6 8. Separate Non-Disclosure Agreements: Prior to any disclosure of any
7 Confidential Discovery Material to any person referred to in paragraph 3a, 3b, 3e, 5a,
8 5b, and/or 5c above, such person shall be provided by counsel with a copy of this
9 Protective Order and shall sign a Non-Disclosure Agreement in the form reflected in
10 Exhibit A hereto. Said counsel shall retain each signed Non-Disclosure Agreement,
11 and upon request produce it to opposing counsel either prior to such person being
12 permitted to testify (at deposition or trial).

13
14 9. Failure To Designate: If at any time prior to the trial of this action, a producing
15 person or party realizes that some portion(s) of Discovery Material that that person or
16 party previously produced without limitation, or without adequate limitation, should
17 be designated as "Confidential" and/or "Confidential /Attorneys' Eyes Only", that
18 person or party may so designate by so apprising all parties in writing, and providing
19 said parties with appropriately marked copies of said Discovery Material, where
20 possible, and such designated portion(s) of the Discovery Material will thereafter be
21 treated as "Confidential" and/or "Confidential/Attorneys' Eyes Only" under the terms
22 of this Order.

23 10. Designations In Good Faith: "Confidential" and/or "Confidential/Attorneys'
24 Eyes Only" material shall only include information which the designating party in
25 good faith believes will, if disclosed, have the effect of causing harm to its competitive
26 position. "Confidential" and/or "Confidential/Attorneys' Eyes Only" material shall not
27 include information that (a) was, is or becomes public knowledge, not in violation of
28 this Protective Order or any other obligation of confidentiality, or (b) was or is

1 acquired from a third party having no direct or indirect obligation of confidentiality to
2 the designating party.

3 11. Objections To Designations: Any party who either objects to any designation of
4 confidentiality, or who, by contrast, requests still further limits on disclosure (such as
5 in camera review in extraordinary circumstances), may at any time prior to the trial of
6 this action serve upon counsel for the designating person or party a written notice
7 stating with particularity the grounds of the objection or request. If agreement cannot
8 be reached promptly, counsel for the objecting party may seek appropriate relief from
9 the Court in accordance with Local Rule 37 and the party asserting confidentiality
10 shall have the burden of proving same. If a party disagrees with or challenges the
11 grounds or basis for the designation of any document or information as Confidential
12 Material, that party nevertheless shall treat and protect such material as Confidential
13 Material in accordance with this Protective Order unless and until all involved parties
14 shall have agreed in writing, or an order of the Court shall have been entered, that
15 provides that such challenged Confidential Material may be used or disclosed in a
16 manner different from that specified for Confidential Material in this Protective Order.

17
18 12. Use At Trial: Documents designated "Confidential" and/or
19 "Confidential/Attorneys' Eyes Only" may be used by any party without limitation at
20 trial. However, any party who wishes to have such documents treated as
21 "Confidential" and/or "Confidential/Attorneys' Eyes Only" may renew their request for
22 confidentiality before the trial judge at the status conference, through a motion in
23 limine and/or as may be otherwise permitted by the court.

24 13. Continuing Jurisdiction: This Court shall retain jurisdiction over all persons
25 subject to this Order to the extent necessary to enforce any obligations arising
26 hereunder or to impose sanctions for any contempt thereof.
27
28

1 14. Obligations Upon Termination Of Litigation: This Protective Order shall
2 survive the termination of the litigation. Within 30 days of the final disposition of this
3 action, including all appeals, all Discovery Materials designated as "Confidential,"
4 and/or "Confidential/Attorneys' Eyes Only" and all copies thereof, that have not been
5 annotated, illuminated or otherwise "marked-up" shall be promptly returned to the
6 producing person or party (at the producing person's expense), if requested in writing
7 by the producing party or shall be destroyed. All documents marked "Confidential,"
8 and/or "Confidential/Attorneys' Eyes Only" that have been annotated, illuminated or
9 otherwise "marked-up" shall not be returned, but shall be destroyed.

10 15. Further Modifications: Any party to this action, and any third party producer
11 may, at any time, request the modification of this Protective Order, upon a noticed
12 motion, unless emergency relief is appropriate, and upon a showing of good cause.
13 IT IS SO ORDERED.

14
15 Date: June 15, 2009

/s/

Hon. Jacqueline Chooljian
United States Magistrate Judge

EXHIBIT A

NON-DISCLOSURE AGREEMENT

I understand that access to information designated as CONFIDENTIAL or CONFIDENTIAL - ATTORNEYS EYES ONLY is provided to me under the terms and restrictions of a Protective Order. I have received a copy of the Protective Order, have read it, and agree to be bound by its terms. I will not mention, disclose, or use information designated as CONFIDENTIAL INFORMATION or CONFIDENTIAL - ATTORNEYS EYES ONLY that is provided to me in connection with this action except as permitted by the Protective Order.

Dated: _____

Signature: _____

Print Name: _____

Title: _____

Company: _____